

## ***SERVICES AGREEMENT***

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This Independent Contractor Agreement (this "Agreement") is made effective as of May 9, 2019, by and between the Idaho Primary Care Association (IPCA) and Cherokee Health Systems.

**1. SCOPE OF WORK AND DELIVERABLES.** Cherokee Health Systems will provide the following services:

Cherokee Health Systems will present a two-part training series on the topics of **Screening, Prevention, and Intervention: What Support Staff Need to Know About the Treatment of Substance Use Disorders**, and **Screening, Prevention and Intervention: Addressing Substance Misuse in Primary Care**. The funds awarded to Cherokee Health Systems will be utilized to cover the following costs associated with presenting at the training: training fee.

**Deliverables:**

- One 30 minute presentation on the topic of **Screening, Prevention, and Intervention: What Support Staff Need to Know About the Treatment of Substance Use Disorders** on June 19, 2019.
- One 30 minute presentation on the topic of **Screening, Prevention and Intervention: Addressing Substance Misuse in Primary Care** on June 19, 2019.

**Items to Return:**

- Completed IRS W9 form (blank form attached)
- Presentation materials in digital format (slide deck, handouts, etc.) due two weeks prior to presentation date.

**2. PAYMENT FOR SERVICES.** Company will pay Cherokee Health Systems training fee of \$395 per hour. Total reimbursement not to exceed the amount of \$395.

Payment will be made by company within 30 days of conclusion of presentation for Cherokee Health Systems.

**3. TERM/TERMINATION.** This Agreement may be terminated by either party upon 14 days' written notice to the other party. The Agreement will terminate June 30, 2019.

**4. RELATIONSHIP OF PARTIES.** It is understood by the parties that Cherokee Health Systems is an independent contractor with respect to IPCA, and not an employee of IPCA. IPCA will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Cherokee Health Systems.

**5. NO CONFLICTS.** Cherokee Health Systems hereby represents and warrants to IPCA that its execution and performance of this Agreement does not and will not breach any other agreement and does not require the consent of any other person or entity.


**6. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

**7. WAIVER OF BREACH.** The waiver by IPCA of a breach of any provision of this Agreement by Cherokee Health Systems shall not operate or be construed as a waiver of any subsequent breach by Cherokee Health Systems.

**8. SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**9. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Idaho.

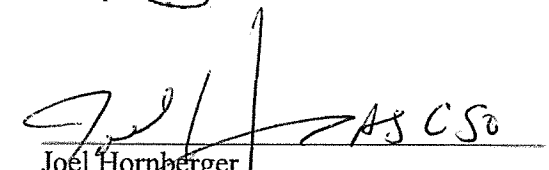
By:

  
Yvonne Ketchum-Ward  
CEO, IPCA

Date:

5/13/19

By:

  
Joel Hornberger  
Cherokee Health System

Date:

5/13/19